

Form I.G.-10-BP
Purchase Grant - Regular
Rev. 2-2-51

STATE HIGHWAY COMMISSION OF INDIANA
STATE HOUSE ANNEX
INDIANAPOLIS 9, INDIANA
RIGHT OF WAY GRANT

FUND _____
PROJECT No. 736
SECTION D
STR. No. _____

This indenture witnesseth that the undersigned, as grantors and sole owners of land in STARKE County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the State of Indiana to improve, hereby grant, bargain, warrant and convey to the State of Indiana, for Right of Way, lands as described below and located by surveys and shown on plans on file in the office of the State Highway Commission of Indiana. The description from said plans of said right of way hereby granted is as follows:

(NAME) _____ ROAD, FROM _____ TO _____

PLANS ON SR. No. 10 SEC. 2 PROJ. No. 736 SEC. 2 DATED _____

SEC. 22 T. 21 R. 4N 1.88 ACRES, MORE OR LESS, ACQUIRED

Descriptions are of parcels of land lying between the plan centerline and the plan right of way line on the above designated project.

Measured distances along plan centerline are indicated by Station Number and plus.

Widths of parcels are indicated in feet, measured at a right angle from plan centerline at designated Station Number and plus; however, when Station Number and plus is followed by the letters P.L.; F.L.; F.D.; L.L. or C/L.S. (indicating property line, Fence Line, Field Division, Lot Line and Centerline of Stream respectively) or other identifying notations, it shall mean that the boundary line follows said identified line from plan centerline to plan right of way line.

FROM STATION to STATION PAPER RELOCATION ON CENTERLINE (C/L) <u>17</u>	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
<u>0+61.00</u> to <u>1+30</u>	feet	<u>100</u> T <u>40</u> feet
<u>1+30</u> to <u>4+125</u>	feet	<u>40</u> feet
to	feet	feet
to	feet	feet
to	feet	feet
to	feet	feet
to	feet	feet

The above and foregoing grant is made in consideration of payment of the sum of SIX HUNDRED

SEVENTY TWO DOLLARS $\frac{4}{100}$ Dollars (\$672.00)

which sum shall be paid to the order of

NAME NELLIE & MAY FALVEY

ADDRESS 615 N. WINTHROP AVE. CHICAGO, ILLINOIS

The State Highway Commission further agrees to have the ILLINOIS present drainage taken care of in widening and reconstruction of Road 10 and left in as good condition as of this date.

It is further understood and agreed that this conveyance transfers only the right to make, construct and maintain such highway on said lands and to use any material lying within the above described limits suitable for use in constructing and maintaining said highway and does not convey any rights to any minerals or other substances underneath the surface, except as it may be used for the construction or maintenance of such improved highways.

Any and all timber, shrubbery, fences, buildings and all other physical improvements on the above granted right of way, not specifically reserved by special provision stated above, shall become the property of the State of Indiana.

When, by special provisions as stated above, any trees and/or shrubs are to be left standing on said right of way, it is mutually agreed and understood by grantor and grantee, that such special provision is only for such period as the excepted trees and/or shrubs shall not constitute an obstruction to future construction or hazard to power lines or traffic as shall be determined from time to time by the State Highway Commission of Indiana through its authorized representatives.

It is understood and agreed that all provisions of this grant are stated above and that no verbal agreements or promises are binding.

It is also mutually agreed by grantor and grantee that this is a permanent easement for Highway purposes and shall be binding until specifically vacated by resolution by the State Highway Commission of Indiana.

The undersigned, GRANTORS, being duly sworn, says that he, she (is) or they (are) the sole owner(s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or options of any kind or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the State Highway Commission of Indiana to pay them the amount herein stipulated.

Mortgagee:

This grant is to be and become effective and binding from and after its approval by the Chairman of the State Highway Commission of Indiana.

(Grantor) _____
(Grantor) _____
(Grantor) _____

Nellie Falvey (Grantor)
May Falvey (Grantor)

Dated 2-26-, 1952

CHECKED WITH PROJECT
PLANS DATED _____
BY _____

AMOUNT
APPROVED 8-6-52
BY ARL

THE ABOVE GRANT IS HEREBY ACCEPTED.

STATE OF INDIANA

BY Samuel C. Hadden
Chairman, STATE HIGHWAY COMMISSION OF INDIANA
DATE 8-11- 1952

DESCRIPTION
& FORM OK'D JUL 52
BY S. C. Skaltsas

PAID BY
WARRANT No. 186119
DATED AUG 21 1952

S. C. Skaltsas

75-52
p m.

State of Indiana, County of Sharks ss:

Personally appeared before me Nellie Talrey
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
facts therein are true, this 23rd day of June, 1952.

Witness my hand and official seal.

My Commission expires December 19, 1954

Helen M. Dolezal
Notary Public.

State of Indiana, County of ss:

Personally appeared before me Mary Talrey
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
facts therein are true, this 25 day of June, 1952.

Witness my hand and official seal.

My Commission expires

Notary Public.

State of Indiana, County of ss:

Personally appeared before me 35705
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
facts therein are true, this 18 day of Aug, 1952.

Witness my hand and official seal.

My Commission expires

RECEIVED FOR RECORD
this 18 day of Aug, 1952 at 9:00 o'clock AM.
and recorded in Record 400
Page 240 Notary Public.

State of Indiana, County of ss:

Personally appeared before me John P. Anderson
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
facts therein are true, this 19 day of Aug, 1952.

Witness my hand and official seal.

My Commission expires

Notary Public.

State of Indiana, County of ss:

Personally appeared before me ss:
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
facts therein are true, this 19 day of Aug, 1952.

Witness my hand and official seal.

My Commission expires

Notary Public.

The undersigned owner of a mortgage and/or lien on the land of which the right of way described
in the attached grant, is conveyed, hereby releases from said mortgage and/or lien said granted right of
way, and do hereby consent to the payment of the consideration therefor as directed in said grant, this

19 day of Aug, 1952.

(Seal)

(Seal)

(Seal)

(Seal)

State of ss:
County of ss:

Personally appeared before me

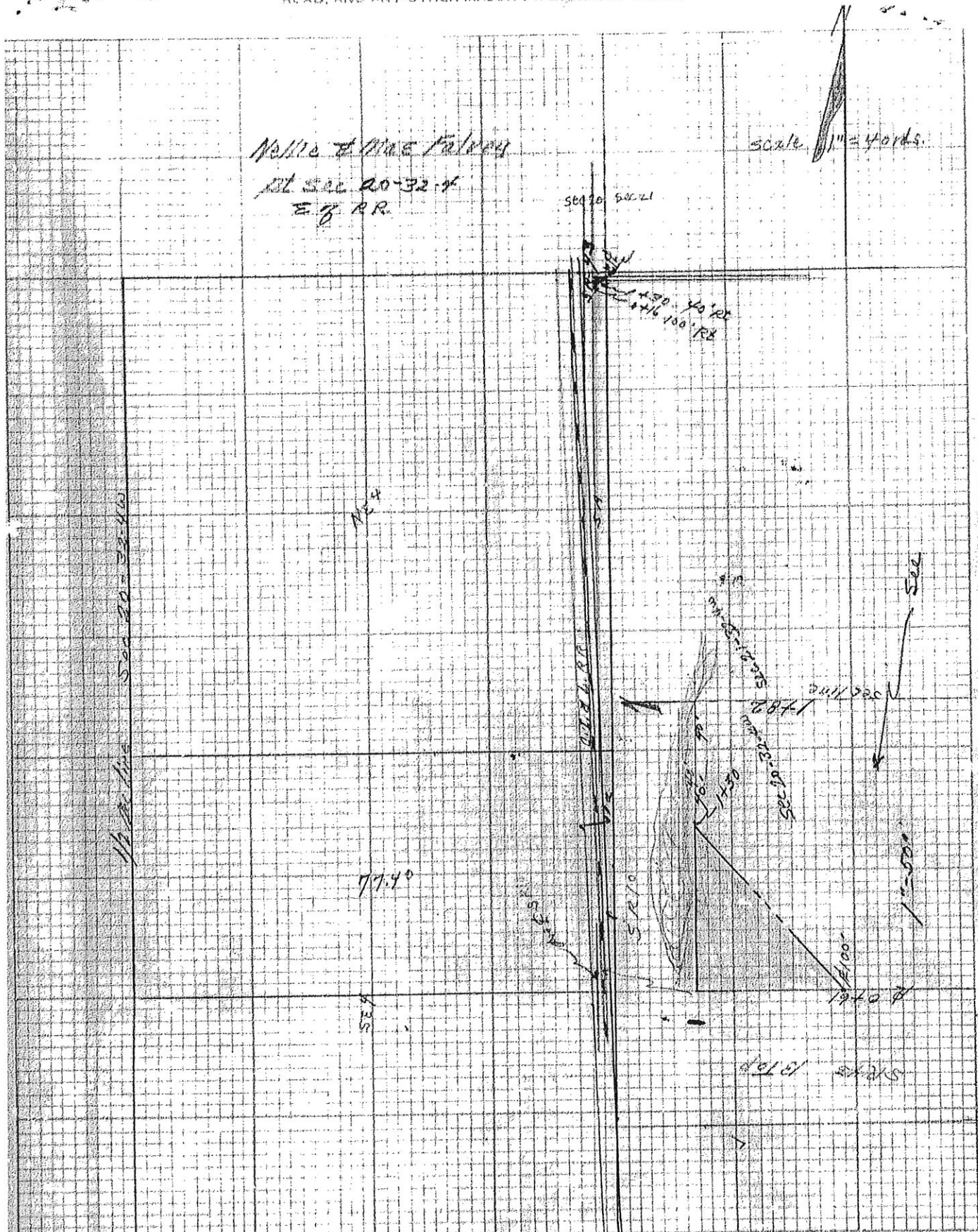
above named and duly acknowledged the execution of the above
release the 19 day of Aug, 1952.

Witness my hand and official seal.

My Commission expires

Notary Public.

SKETCH OF THE ENTIRE FARM OR PLAT OF GROUND TO SCALE SHOWING
 SIZE AND SHAPE, LOCATION OF BUILDINGS EXISTING ROADS, AND NEW
 ROAD, AND ANY OTHER MAJOR INFLUENCING ITEMS.

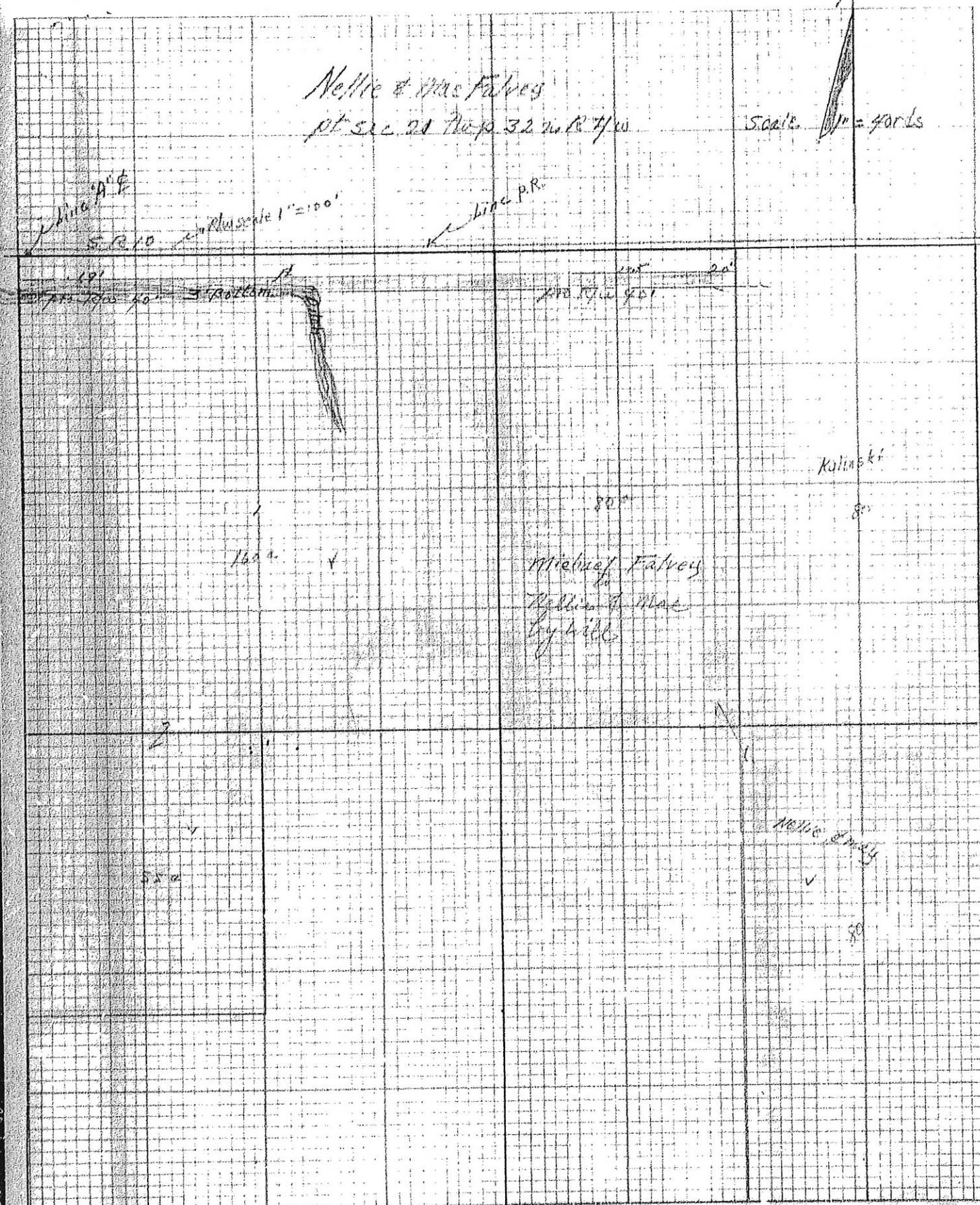


SKETCH OF THE ENTIRE FARM OR PLAT OF GROUND TO SCALE SHOWING
 SIZE AND SHAPE, LOCATION OF BUILDINGS, EXISTING ROADS AND NEW
 ROAD, AND ANY OTHER MAJOR INFLUENCING ITEMS.

Nellie & Mac Falvey

pt sec 20 Twp 32 N R 7 W

Scale 1" = 400' 0"



Form 1-10-50-BP
Purchase Grant - Record
Revised - 5-51STATE HIGHWAY COMMISSION OF INDIANA
STATE HOUSE ANNEX
INDIANAPOLIS 9, INDIANA
RIGHT OF WAY GRANTFUND _____
PROJECT No. 7-36
SECTION D
STR. No. _____

This indenture witnesseth that the undersigned, as grantors and sole owners of land in STARKE County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the State of Indiana to improve, hereby grant, bargain, warrant and convey to the State of Indiana, for Right of Way, lands as described below and located by surveys and shown on plans on file in the office of the State Highway Commission of Indiana. The description from said plans of said right of way hereby granted is as follows:

(NAME) _____ ROAD, FROM _____ TO _____

PLANS ON SR. No. 10 SEC. _____ PROJ. No. 7-36 SEC. D DATED _____SEC. 20 T. 32N R. 3W _____ 89. FT. _____
ACRES, MORE OR LESS, ACQUIRED

Descriptions are of parcels of land lying between the plan centerline and the plan right of way line on the above designated project. LOTS # 17610 HUBENYS RE-SUBDIVISION

Measured distances along plan centerline are indicated by Station Number and plus.

Widths of parcels are indicated in feet, measured at a right angle from plan centerline at designated Station Number and plus; however, when Station Number and plus is followed by the letters P.L., F.L., F.D., L.L. or C/L.S. (indicating property line, Fence Line, Field Division, Lot Line and Centerline of Stream respectively) or other identifying notations, it shall mean that the boundary line follows said identified line from plan centerline to plan right of way line.

FROM STATION to STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
ON CENTERLINE (C/L) <u>A</u>		35434
<u>265+92 R</u> to <u>276+87.4</u>	feet	RECEIVED FOR RECORD
<u>LINE B</u> to _____	feet	40 day of <u>Aug</u> 19 <u>52</u> A.D.
<u>276+87.4</u> to <u>278+93 R</u>	feet	10:20 o'clock <u>6</u> P.M.
to _____	feet	AND RECORDED IN RECORD #100
to _____	feet	Page 203-4
to _____	feet	John P. Anderson
to _____	feet	Recorder Starke County, Ind.
to _____	feet	

The above and foregoing grant is made in consideration of payment of the sum of ONE THOUSAND TWO HUNDRED THIRTY SEVEN DOLLARS ⁴⁰/₁₀₀ Dollars (\$ 1,237.00),

which sum shall be paid to the order of

NAME JOHN W. HUBENY SR. ⁴⁰/₁₀₀ JOHN A. HUBENY JR.ADDRESS 714 MAGNOLIA ST. NORTH TUDSON INDIANA

It is further understood and agreed that this conveyance transfers only the right to make, construct and maintain such highway on said lands and to use any material lying within the above described limits suitable for use in constructing and maintaining said highway and does not convey any rights to any minerals or other substances underneath the surface, except as it may be used for the construction or maintenance of such improved highways.

Any and all timber, shrubbery, fences, buildings and all other physical improvements on the above granted right of way, not specifically reserved by special provision stated above, shall become the property of the State of Indiana.

When, by special provisions as stated above, any trees and/or shrubs are to be left standing on said right of way, it is mutually agreed and understood by grantor and grantee, that such special provision is only for such period as the excepted trees and/or shrubs shall not constitute an obstruction to future construction or hazard to power lines or traffic as shall be determined from time to time by the State Highway Commission of Indiana through its authorized representatives.

It is understood and agreed that all provisions of this grant are stated above and that no verbal agreements or promises are binding.

It is also mutually agreed by grantor and grantee that this is a permanent easement for Highway purposes and shall be binding until specifically vacated by resolution by the State Highway Commission of Indiana.

The undersigned GRANTORS being duly sworn, says that he, she (is) or they (are) the sole owner(s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or options of any kind or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the State Highway Commission of Indiana to pay them the amount herein stipulated.

Mortgagee: NONE

This grant is to be and become effective and binding from and after its approval by the Chairman of the State Highway Commission of Indiana.

(Grantor) _____ John W. Hubeny, Sr. (Grantor)
(Grantor) _____ John A. Hubeny, Jr. (Grantor)
(Grantor) _____ Florence J. Hubeny (Grantor)
Dated April 2, 1952

CHECKED WITH PROJECT
PLANS DATED _____
BY _____

DESCRIPTION _____ APR 23 52
& FORM OK'D.
BY S. C. Skaltsas

S. C. Skaltsas

APR 22 1952

7711

AMOUNT
APPROVED 4-23-52
BY [Signature]
A. H. (A. H.)

PAID BY
WARRANT No. 44780-6
DATED MAY 10 1952

THE ABOVE GRANT IS HEREBY ACCEPTED.

STATE OF INDIANA
BY Samuel C. Hadden
Chairman, STATE HIGHWAY COMMISSION OF INDIANA
Samuel C. Hadden
DATE 5/8/52 1952

State of Indiana, County of Starke ss:

Personally appeared before me John W. Hubery (widower)
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 2 day of April, 1952.

Witness my hand and official seal.

My Commission expires 2/10/55

Waldo W. Schaefer
Waldo W. Schaefer
Notary Public.

State of Indiana, County of Starke ss:

Personally appeared before me John A. Hubery Jr.
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 8th day of April, 1952.

Witness my hand and official seal.

My Commission expires Oct. 4, 1955

Sheila Hendrixson
Sheila Hendrixson
Notary Public.

State of Indiana, County of Starke ss:

Personally appeared before me Lawrence J. Hubery
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 12 day of April, 1952.

Witness my hand and official seal.

My Commission expires Jan 12 - 1955

Teresa Petrowski
Teresa Petrowski
Notary Public.

State of Indiana, County of ss:

Personally appeared before me
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this day of, 19.....

Witness my hand and official seal.

My Commission expires

Notary Public.

State of Indiana, County of ss:

Personally appeared before me
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this day of, 19.....

Witness my hand and official seal.

My Commission expires

Notary Public.

The undersigned owner of a mortgage and/or lien on the land of which the right of way described in the attached grant, is conveyed, hereby releases from said mortgage and/or lien said granted right of way, and do hereby consent to the payment of the consideration therefor as directed in said grant, this

..... day of, 19.....

..... (Seal) (Seal)
..... (Seal) (Seal)

State of }
County of } ss:

Personally appeared before me

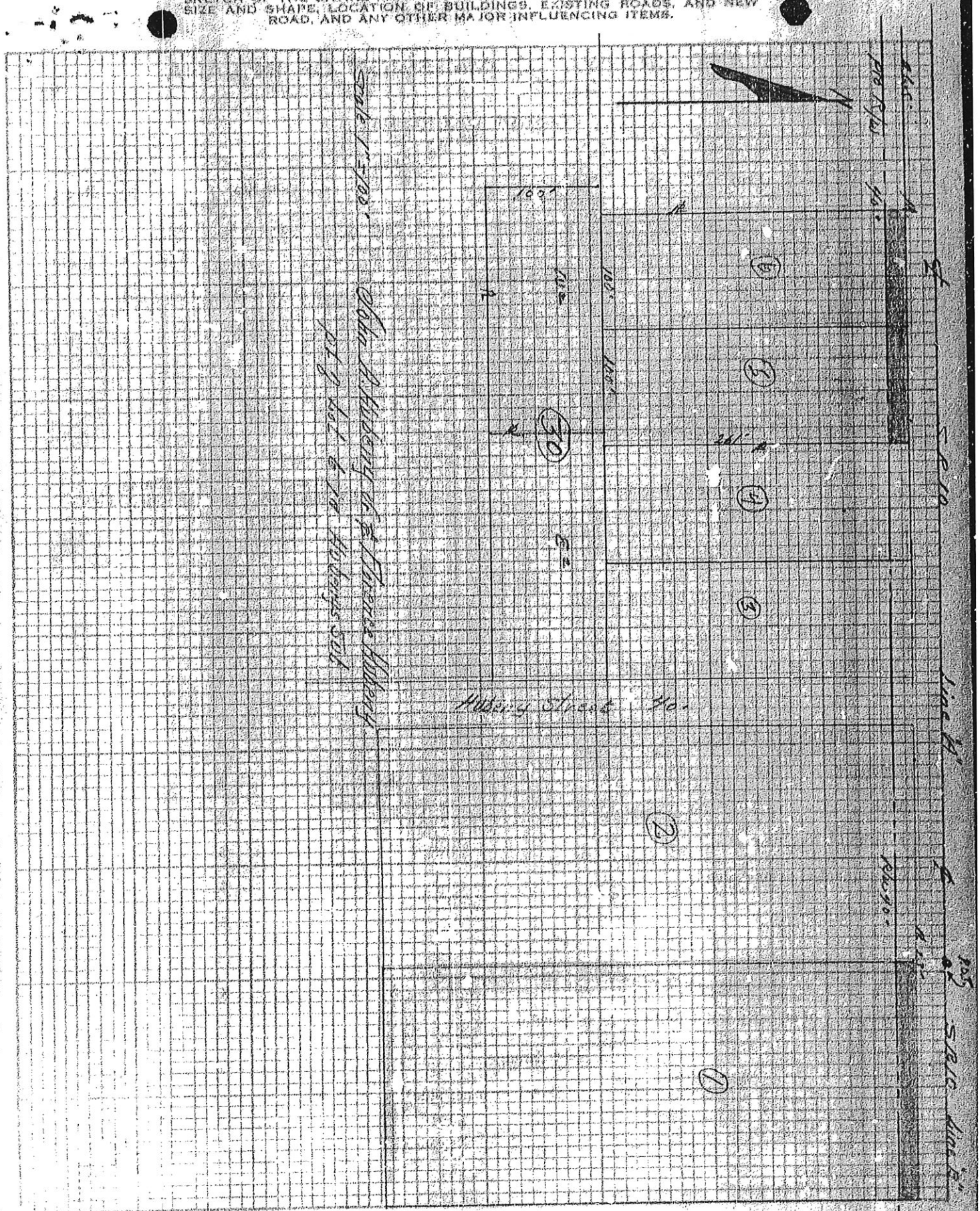
..... above named and duly acknowledged the execution of the above
release the day of, 19.....

Witness my hand and official seal.

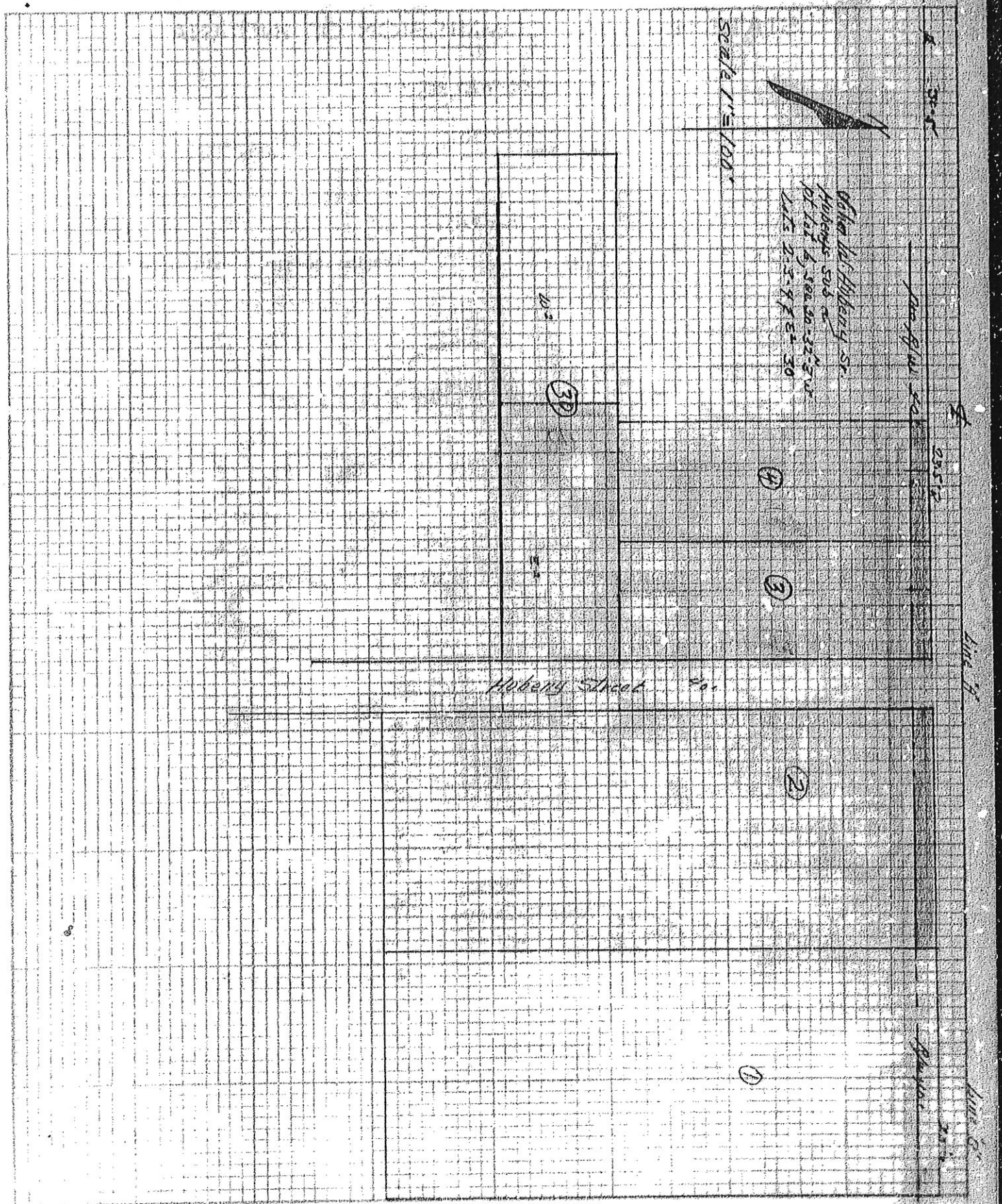
My Commission expires

Notary Public.

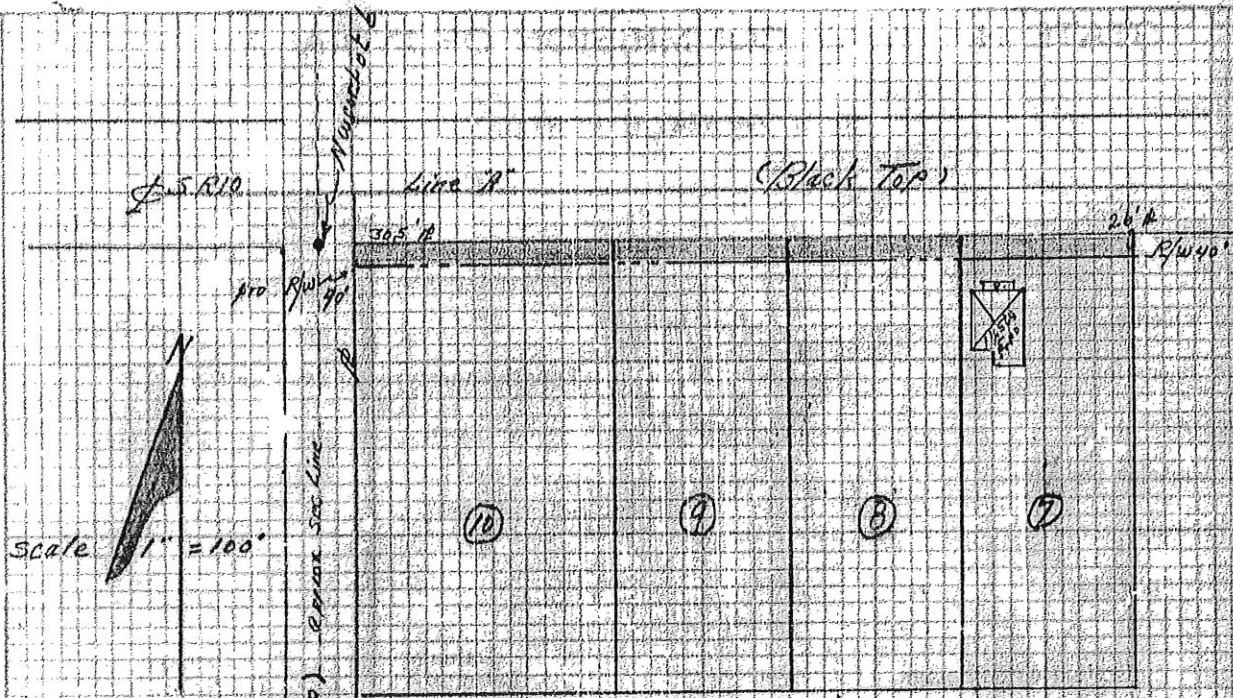
SKETCH OF THE ENTIRE FARM OR PLAT OF GROUND TO SCALE SHOWING
 SIZE AND SHAPE, LOCATION OF BUILDINGS, EXISTING ROADS, AND NEW
 ROAD, AND ANY OTHER MAJOR INFLUENCING ITEMS.



200



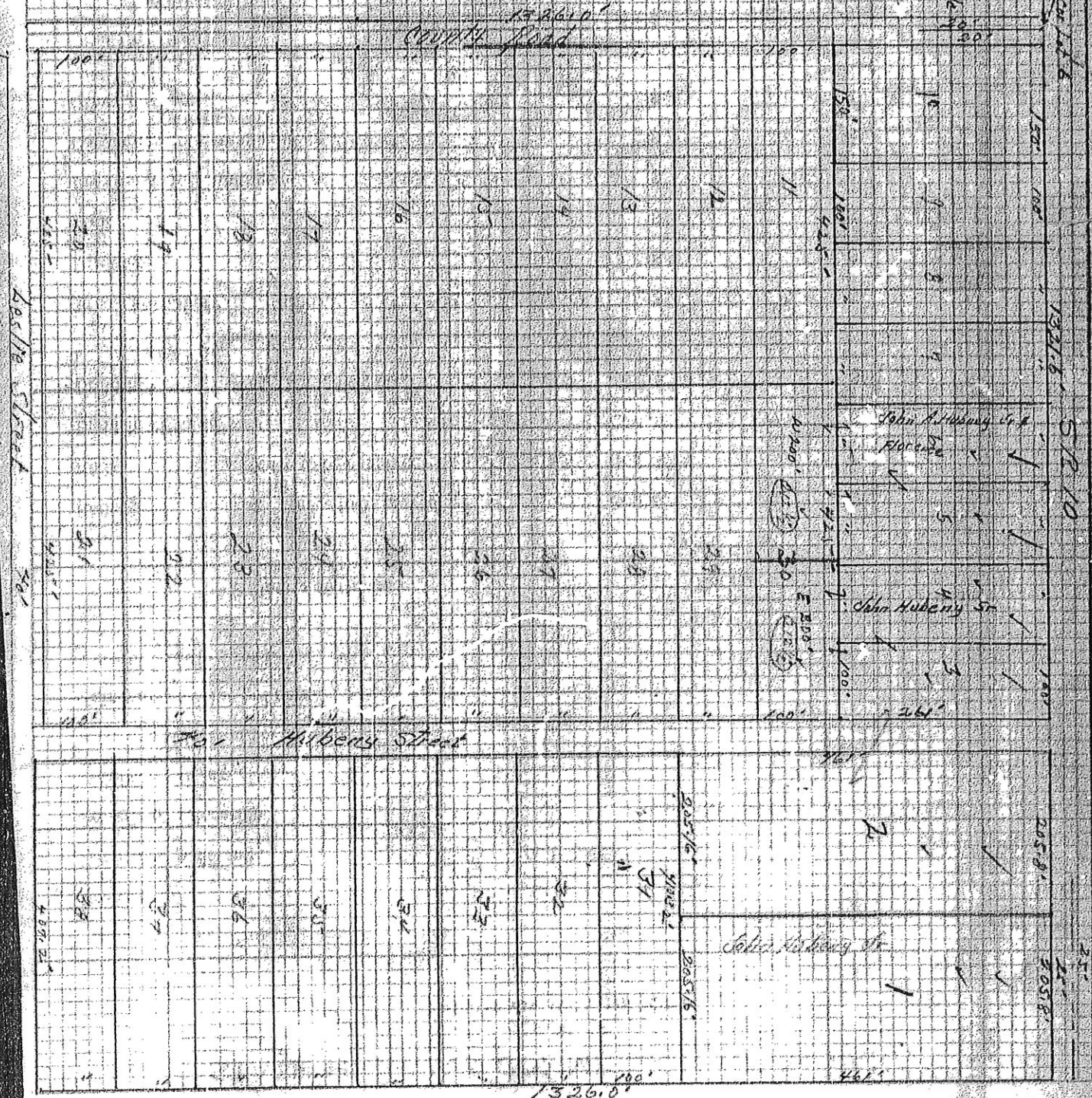
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John W. Hobens & John A. Hobens & Florence C. Hobens, wife
 Lot 6 in W & NW 1/4 Sec 20 Twp 35N R3W
 (Ex 1-2-3-4-5-6-7-30)

See plat for entire Sub

Hubert's Resubdivision
 a pt. of lot 6 in the W 1/2 of the NW 1/4 of sec 20 Twp 32. N R. 3. W.
 Clarke Co. Ind. as described in partition suit, Cir. Court, Clarke Co.
 as follows: Begin @ NW cor of said lot 6 thence E 132.16' or 1
 to NE cor of said lot; thence S 13.26' thence W 13.41'
 to the W line of said lot; thence N to the beginning
 1326; Signed: Major L. McPall (Civil Engineer)
 Recorded 5-23-50 P.O. 2-126



SKETCH OF THE ENTIRE FARM OR PLAT OF GROUND TO SCALE SHOWING
 SIZE AND SHAPE, LOCATION OF BUILDINGS, EXISTING ROADS, AND NEW
 ROAD, AND ANY OTHER MAJOR INFLUENCING ITEMS.